

WARRENTON-FAUQUIER AIRPORT

MINIMUM STANDARDS FOR AVIATION SERVICES

January 12, 2006

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CHAPTER I

DEFINITIONS

The following words and terms shall have the meaning indicated below:

- a. “AIM” (Airmen’s Information Manual) The AIM is a publication containing basic flight information and air traffic control procedures designed primarily for use as a pilot’s instructional manual in the National Airspace System of the United States.
- b. “Aeronautical Activities” means any activity offered for compensation which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Aeronautical activities include, but are not limited to, air charter, pilot training, aircraft hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, any other activities which directly relate to the operation of aircraft. In contrast, examples, which are not “Aeronautical Activities”, include: ground transportation (taxis, car rentals, limousine services, etc.) restaurants and auto parking lots.
- c. “AGL” means an altitude expressed in feet measured Above Ground Level.
- d. “Aircraft Lease” (pertaining to the lease of an aircraft for an aeronautical activity) means a long-term written agreement established on a minimum basis of six (6) months wherein the lessee shall have full control over the scheduling and use of aircraft and the aircraft is insured as required by these Minimum Standards for use of the aircraft by Lessee.
- e. “Airport” means the Warrenton-Fauquier Airport and all of the property, buildings, facilities and improvements within the exterior boundaries of such Airport as it now exists on the Airport Layout Plan or as it may hereafter be extended, enlarged, or modified.
- f. “Airport Manager” means the designated person or their designee appointed or employed by the County to manage the Airport. The Airport Manager is responsible for the safety, operations, management and maintenance of the Airport and is responsible for the enforcement of these standards and regulations.
- g. “Air Operations Area” (AOA) means the area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft including the associated hangars and navigational and communication facilities.
- h. “County” means the County of Fauquier, Virginia and its Board of Supervisors, designated officials, officers, employees or representatives.
- i. “FAA” means the Federal Aviation Administration.
- j. “FAR” means Federal Aviation Regulations.

- k. “FBO” means Fixed Base Operator(s) duly licensed and authorized by written agreement with the County to operate at the Airport under strict compliance with such agreement and pursuant to these regulations and standards. Only an FBO may provide aircraft fueling services.
- l. “IFR” means Instrument Flight Rules, which govern the procedures for conducting instrument flight.
- m. “Individual Users” includes individual pilots, aircraft owners, tie-down and T-hangar renters, transient users and other individual users of the Airport.
- n. “Large Aircraft” means an aircraft exceeding a gross weight of 12,500 pounds.
- o. “Landside” means all the buildings and surfaces used by surface vehicular and pedestrian traffic on the Airport outside of the AOA.
- p. “Land Lease” is a contractual agreement between the County of Fauquier and a private entity to allow for the rental of property on the Airport for the purpose of constructing a facility from which to provide services.
- q. “Minimum Standards” means the standards, which are established by the County as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.
- r. “MSL” means an altitude expressed in feet measured from Mean Sea Level.
- s. “NFPA” means the National Fire Protection Association.
- t. “NOTAM” means a “Notice to Airmen” published by the FAA.
- u. “Proprietary Aeronautical Activity” means an activity as prescribed by FAA Advisory Circular 150/5190-2A (Exclusive Rights as Airports), in which the County may engage and deny the same rights to others without violation (FAA) policy.
- v. “SASO – Specialized Aviation Service Operation” means a duly authorized business or entity permitted to provide limited aviation related services for compensation.
- w. “Small Aircraft” means an aircraft with a gross weight less than 12,500 pounds.
- x. “UNICOM” means a non-governmental communicating facility, which may provide airport advisory information at certain Airports. Locations and frequencies are shown on aeronautical charts and publications.
- y. “VDOA” means Virginia Department of Aviation.
- z. “WADO” means the FAA, Washington Airports District Office.

CHAPTER II

AIRPORT OPERATORS, LEASES, CONCESSIONS, AND MINIMUM STANDARDS

Section 1: Business Activity Compliance

Subject to applicable orders, certificates or permits of the FAA, or their successors, Grant Agreements with the FAA, VDOA, and the laws of the Commonwealth of Virginia, no person shall use the Airport or any portion thereof or any of its improvements or facilities as the primary base of operations for commercial business or aeronautical activities who has not first obtained the consent and required approval and/or licenses and permits for such use from the County and entered into such written leases and sub-leases and other agreements as may be required by the County. Notwithstanding any other provision of these regulations and standards and any FBO or SASO lease agreements now and hereafter approved by the County, requirements of the latter shall prevail.

Section 2: Action on Application

The County may deny any application, or reject any bid or proposal to operate any activity on the Airport, if, in its opinion, it finds any one or more of the following: Requests will be reviewed by the Airport Committee.

- a. The applicant does not meet the qualifications, standards, and requirements established by these regulations and standards.
- b. The applicants proposed operations or construction would create a safety hazard.
- c. The granting of the application will require the County to spend funds, or to supply labor or materials, which the County is unwilling to spend or supply.
- d. There is not acceptable space available consistent with regulatory codes, grant conditions, and the Airport Master Plan.
- e. The proposed operation, Airport development, or construction does not comply with the FAA approved Airport Layout Plan for the Airport.
- f. The development or use of the area requested by the applicant will result in depriving existing FBO or SASO of portions of the area which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present FBO or SASO on the Airport, or prevent free access to the FBO or SASO's operations.
- g. The applicant has supplied the County or any other persons with any false information or is misrepresented any material fact or has failed to make full disclosure in his/her application or in supporting documents.
- h. The applicant has violated any of these Minimum Standards, or the regulations and standards of any other Airport, the Federal Aviation Administration (FAA) Regulations or any other regulation, statutes, ordinances, laws, orders, or rules applicable to the Airport or any other Airport.

- i. The applicant has defaulted in the performance of any lease or any other agreement with the County.
- j. The applicant credit report contains negative information. The applicant is not a person of satisfactory responsibility and reputation.
- k. The applicant does not have, or have access to the operating funds necessary to conduct the proposed operation.
- l. The applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the County, the Commonwealth of Virginia, the FAA or other appropriate governmental entities.
- m. The applicant's activities or operations have been or could be detrimental to the Airport or any other Airport.
- n. The applicant has been convicted of any crime or violation of any Federal, State, City, or County ordinance of such a nature that it indicates to the County that the applicant would not be a desirable operator on the Airport.

Section 3: Supporting Documents

All applicants shall submit the following supporting documents to the County, together with other such documents and information that may be requested by the County:

- a. A current financial statement prepared by financial entities approved of by the County or in the case of a new business a current credit report on the applicant principals, co-owners, or partners.
- b. A written listing of assets owned or being purchased, which will be used in the applicant's operation at the Airport.
- c. A description of previous experience in Airport services, a listing of key personnel to be assigned to the Warrenton-Fauquier Airport and a description of duties, responsibilities and prior experience of such personnel.
- d. A written and signed authorization permitting the FAA, all Airports, Aviation or Aeronautical Commissions, Administrators, or Departments of all State in which the applicant or its key personnel have engaged in aviation business to supply the County with all information in their files relating to the applicant, his/her operation or the applicant's key personnel. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies or by the County or by the Airport Manager.

Section 4: Airport License and Leases Non-Transferable

No right, privilege, permit, or license to do business at the Airport or any lease of any area of the Airport or part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior expressed written consent of the County. No lease, or portion thereof may be assigned or sublet without the prior approval of the County and all assignees or subleases approved by the County shall reference and comply with these regulations and standards.

Section 5: Rates

Rates charged by FBOs or SASOs as its leasehold for hangar space, t-hangar rentals, tie-downs, products and service charges shall not be excessive, discriminatory or otherwise unreasonable and shall be filed with the County. FBO or SASO shall provide a list to the Airport Manager with names and addresses of all aircraft owners leasing or utilizing t-hangars or tie-downs. A list shall be provided every year to the Commissioner of Revenue by January 1st of every year of all aircraft utilizing Warrenton-Fauquier Airport for hangar or tie-down on the first day of January of that year.

Section 6: Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operations kept safe, neat and clean at all times and in compliance with Federal, State, and County regulations.

Section 7: Approval of Construction

No building, structure, tie-down, ramp, paving taxi area or any other improvement or addition on the Airport shall be placed or constructed, enacted, altered or removed without prior written approval of the County. Prior to such work being done, the County, at its discretion, requires a work bond, letter of credit or other surety to guarantee the work. The form of such bond, letter of credit or surety shall be subject to the approval of the County Attorney. The County shall consider conformance to the Capital Improvement Plan for the Airport, Airport Master Plan, and Approved Airport Layout Plan prior to the approval or denial of any construction or development at the Airport.

Section 8: Operation Area

No person authorized to operate or conduct business activities at the Airport shall do so on any area except that approved of in writing by the County.

Section 9: Fixed Base Operators

- a. A FBO shall be a person or entity who carries out or conducts aircraft fueling services, plus one or more of the following services at the Airport:

- Aircraft sales
- Parts and Accessories Sales
- On-Demand Air Taxi operations prescribed under FAR 135
- Scheduled Pt. 121 Airline operations under FAR 135 or 121
- Aircraft Rental
- Flight Instruction
- Maintenance Services
- Aircraft Storage
- Commercial Flight Services
- Banner Towing
- Aerial photography and survey
- Power line or pipeline patrol
- Any other operations specifically excluded from FAR 135.

b. General FBO and SASO Regulations

1. Each FBO or SASO is required to provide and maintain an office, which shall be staffed and open to the public during normal business hours of each normal business day. Such office shall be the operator's office or place of business on the Airport. This office shall include a waiting room with appropriate furnishings, separate restrooms for men and women, and a public telephone unless other adequate facilities exist as determined by the County. These facilities and office shall be kept in a clean and orderly condition and properly painted. The office shall include at least 150 sq. ft. of inside floor space, less inside partitions. Only one office shall be required of each FBO or SASO. No FBO or SASO, its employees, agents, officers, or other persons connected with the business shall use the office area or other facilities of any other FBO or SASO without consent of said FBO or SASO and the County.
2. Each FBO or SASO shall enter into agreement with the County that shall include an agreement on the part of the FBO or SASO to accept, be bound by, comply with and conduct its business operations in accordance with these standards and to agree that this approval and authority to carry on business at the Airport shall be subject to these standards, and the Airport Rules and Regulations.
3. Unless otherwise provided for in a lease agreement with the County, the FBO or SASO shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, and all other facilities and improvements requested by the FBO or SASO and approved of by the County for the FBO or SASO to carry on the activities or services authorized by the County.
4. Any FBO or SASO operating on the Airport shall upon request provide a copy of all training programs provided its employees to the Airport Manager for review and comment. All employee training records shall be available to the Airport Manager for review upon demand.

5. The FBO or SASO shall promptly pay, when due, all financial obligations as per the lease agreement with the County.
6. Plans, specifications, and FAA Form 7460-1 for any construction required by the FBO or SASO shall be submitted to the County for review and approval. Construction thereon shall commence sixty (60) days from the FAA's and County's approval of the plans and specifications. Unless otherwise provided in an FBO or SASO lease agreement, the County for good cause upon request may extend the deadlines provided in this paragraph. All construction shall comply with the applicable building codes and other ordinances, and the proper permits shall be secured and the fees shall be paid by the FBO or SASO.
7. Unless otherwise provided by the County, all operations of the FBO or SASO shall be conducted in an area of sufficient size to accommodate all services for which the operator is approved. The FBO or SASO shall conduct its business operations strictly within the areas assigned it by the County and its operations shall not in any way interfere with the operations of the other agencies, or businesses operating at the Airport; the use of the Airport by the general public; or with any common use areas. FBO or SASOs shall not use any common use areas except as authorized by these regulations and standards or by the County.
8. An FBO or SASO should have available at all times sufficient operating funds to conduct the FBO or SASO's business for a period of at least three (3) months.
9. An FBO or SASO shall cooperate with the County in the operation, management and control of the Airport and shall do things necessary to promote and develop the Airport into an attractive, efficient and modern facility.
10. All complaints by any person other than the County, against any FBO or SASO for violation of these standards, the Rules and Regulations or, the terms of the FBO or SASO agreement shall be in writing and filed with the County. All complaints shall be signed by the person making the complaint and shall specify dates, times, facts, and witnesses, if any. The nature of the complaint shall be forwarded in an expeditious manner, to the FBO and/or SASO management.
11. The FBO or SASO agrees to indemnify, defend, save and hold harmless the County, its agents, officers, representatives, and employees, from and against any and all actions, penalties, liability, claims, demands, damages, or losses arising directly or indirectly out of acts or omissions of the FBO or SASO, its agents, officers, representatives, employees, servants, guests, or visitors.

12. The FBO or SASO shall furnish all services authorized or approved by the County, on a fair, and not unlawfully discriminatory basis, to all persons and shall charge fair, reasonable, and not unlawfully discriminatory, prices for each unit of service; provided that the FBO or SASO make reasonable discounts, rebates, or other similar types of reductions to volume purchasers, if permitted by law.
13. Each FBO or SASO, upon being fully authorized by the County to construct any required physical facilities, shall immediately commence and conduct on a full-time basis, all business activities and services upon completion of said facilities.
14. The County may terminate any lease or other agreements authorizing the FBO or SASO to conduct services or businesses at the Airport, which said termination shall automatically revoke the FBO or SASO's lease, for any cause or reason provided in these regulations and standards or of the terms of any agreement between the County and the FBO or SASO, and in addition thereto, upon that happening of any one or more of the following.
 - a. Filing of a petition, voluntarily or involuntarily, for the adjudication of a FBO or SASO as bankrupt.
 - b. A FBO or SASO making any general assignment for the benefit of creditors.
 - c. Abandonment or discontinuance of any permitted operation at the Airport by the Airport by a FBO or SASO or the failure to conduct operation on a full-time basis without the prior approval of the County.
 - d. Failure to promptly pay to the County, when due, all rents, charges, fees and other payments which are payable to the County by the FBO or SASO.
 - e. Operation of the business of the FBO or SASO so as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or any other pilots, students or passengers.
 - f. The discovery that the FBO or SASO has misrepresented, misstated, falsified, withheld or failed to make full or accurate disclosure of any information.
 - g. Any action or omissions of the FBO or SASO or its principals, which adversely affect or may adversely affect the mission of the Airport.

- h. Failure of a FBO or SASO to remedy any default or breach of violations by its personnel in keeping, observing, performing and complying with these Minimum Standards and the terms, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the FBO or SASO to be performed, kept, or preserved, within thirty (30) days from the date of the written notice from the County has been mailed or delivered to the place of business of the FBO or SASO at the Airport.
- 15. In the event of such termination, upon written notice that a FBO or SASO shall immediately and peaceably vacate the Airport and shall surrender possession of the premises to the County and shall cease and desist all business operations at the Airport. Should a FBO or SASO fail to make such surrender, the County shall have the right and without notice to a FBO or SASO, to enter and take full possession of the space occupied by a FBO or SASO by force or otherwise, and to expel, oust, and remove any and all persons that may be found within or upon the property at the sole expense of a FBO or SASO and without being liable to prosecution or to any claim for damages. Upon such termination by the County, all rights, powers and privileges of a FBO or SASO shall cease and a FBO or SASO shall make no claim of any kind whatsoever against the County, its agents, representatives by reason of such termination, or any act or omission related thereto.
- 16. In addition to all other rights and remedies provided in these regulations and standards, the County shall have any and all other rights and remedies at law or equity, including the equitable remedy of injunction, to enforce these regulations and standards, to obtain compliance herewith and to impose the penalties herein provided.
- 17. The County or any authorized agent of the County shall have the right to inspect at any time all Airport premises together with all structures or improvements and all aircraft, equipment, all licenses and registrations and all records of the FBO or SASO or its officers, agents, or representatives of agents.
- 18. The FBO or SASO shall park and store the aircraft used in its operations and its customers' aircraft only in areas assigned to it by the County unless alternate arrangements for such parking or storage are made with the County.

Section 10: FBO Minimum Standards

An FBO shall provide retail aviation fuel and oil sales as these services are described in Section 11 of this Chapter. In addition to the requirements for these services and the general regulations contained in Section 11 of this Chapter, the following requirements apply to FBO's.

- a. Sufficient area to perform as FBO including, but not limited to, a maintenance hangar, tie-down facilities, paved apron and auto parking areas, and office space.
- b. Install directories and all items necessary for complete flight planning.
- c. A lounge and waiting area for passengers.
- d. Facilities for safe aircraft storage and towing, hangaring and/or tie-downs of based and transient aircraft.
- e. Proper equipment for aircraft towing, aircraft tire inflation, washing aircraft windscreens, and recharging aircraft batteries.
- f. The lawful and sanitary handling and timely disposal, away from the Airport, all trash, waste and other materials including, but not limited to, used oils, solvents, and other waste. The piling and storage of crates, boxes and barrels, and other containers will not be permitted within the leased premises in compliance with Federal and State regulations.
- g. Permanent restroom facilities for customers and personnel.
- h. Auto parking for customers and employees.
- i. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by County fire codes.

Section 11: FBO Minimum Standards for Fuel Sales

No person shall use the Airport as an FBO until such person has executed a lease agreement approved by the County. The FBO must meet the qualifications, standards, and requirements of these regulations and standards, pay any required fees, and receive approval from the County. As appropriate, the County will accept requests to combine space from individual specialty provider FBO's and SASO's who provide more than one commercial aeronautical activity. An FBO providing retail aviation fuel and oil sales is required to comply with this Section entitled "FBO Minimum Standards for Fuel Sales." An FBO shall be a person who carries on or conducts one or more of the following services at the Airport provided, and adheres to all general aviation FBO minimum standards.

- a. Aviation Fuel Sales – Except as otherwise provided in any agreement between the FBO and the County, an FBO conducting aviation fuel and oil sales or service to the public on the Airport shall be required to provide the following services and equipment:
 1. Appropriate grades of aviation fuel including:
 - i. 100 octane Low Lead Avgas
 - ii. Jet A fuel
 2. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
 3. Fuel dispensing equipment, meeting all applicable Federal, State, and County requirements for such equipment, for all types of fuel dispensed.
 4. The safe storage and handling of fuel in conformance with all Federal, State, and County requirements and fire codes pertaining to safe storage and handling of fuel.
 5. Adequate grounding wires will be installed, continuously inspected and maintained at all fueling locations, to eliminate the hazards of static electricity.

An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by County fire codes.

- b. Fuel Servicing Vehicles. Refueling vehicles shall be maintained and operated in accordance with the Environmental Protection Agency (EPA), Federal, State, and Local codes covering fuel dispensing on airports, and NFPA Standard 407 (Aircraft Fuel Servicing). The applicable sections of FAA Advisory Circular 150/5230-4 shall also be followed.
 - 1. Each refueler shall be conspicuously labeled in letters of contrasting color, with the words “flammable” on both sides and rear of the cargo tank in letters of at least six (6) inches high. Each refueler will also be conspicuously marked on both sides and rear with the type and grade of fuel it contains with appropriate color schemes.
 - 2. A refueler cargo tank shall be supported by and attached to the vehicle upon which it is attached.
 - 3. Fueling personnel shall be of sufficient numbers to safely operate the fuel storage and dispensing systems and perform periodic checks and inspections essential to their proper functioning.

Section 12: Minimum Standards for Other Services

- a. Aircraft Maintenance and Repair – Except as otherwise provided for in any agreement between the FBO or SASO and the County, an FBO or SASO offering aircraft engine, airframe and accessory sales, maintenance and repair facilities to the public shall provide:
 - 1. In case of airframe and/or engine repairs, sufficient hangar space to house any aircraft upon which such service is performed.
 - 2. Suitable storage space for aircraft awaiting repair, maintenance or delivery.
 - 3. Adequate enclosed shop space to house the equipment and tools, jacks, lifts and testing equipment to perform overhauls as required for FAA certification and repair of parts not needing replacement on common general aviation aircraft.
 - 4. FAA certified mechanic with inspection authority for the work performed. FAA certificated airframe and power plant mechanic available during eight hours per day, five days per week.
 - 5. Adequate provisions for the removal/disposal of solutions, clean agents, lubricants and other wastes in compliance with Federal, State, and County regulations.
- b. Aircraft Rental – Except as otherwise provided in any agreement between the FBO or SASO and the County, an FBO or SASO conducting aircraft rental activity shall provide:
 - 1. Suitable office space at the Airport for consummating rentals and keeping proper records in connection therewith.
 - 2. At least one (1) airworthy aircraft suitably maintained and certificated.
 - 3. Adequate facilities for servicing the aircraft.
 - 4. Adequate arrangements for parking the aircraft being rented.
 - 5. A properly certified pilot capable of conducting “flight checks” for prospective renters.
 - 6. Proper checklists and operating manuals on all aircraft rented.
 - 7. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by County fire codes.
 - 8. Auto parking for customers and employees.
- c. Flight Training – Except as otherwise provided in any agreement between the FBO or SASO and the County, an FBO or SASO conducting flight training shall provide:

1. At least one (1) aircraft that:
 - i. Has a minimum of two seats
 - ii. Is maintained in accordance with FARs
 - iii. Is kept in a clean and presentable manner
 - iv. Is available for training.
 2. Current certificates required by the FAA for flight instruction.
 3. Adequate facilities or arrangements for storing, parking, servicing and repairing all of its aircraft.
 4. Proper checklists and operating manuals on aircraft rented.
 5. An adequate supply of properly located fire extinguishers and other equipment required by County fire codes.
 6. Complies with appropriate FAA standards and regulations.
- d. Independent Flight Instructor – An independent flight instructor is encouraged to provide instruction through the FBO or SASO or Flying Club. An independent flight instructor providing aeronautical activity to the general public, and/or advertising to the general public will be permitted to provide aircraft instruction without meeting the requirements of Subsection C above (Flight Training), of this chapter provided that:
1. An Airport Independent Flight Instruction Permit is acquired from the County which requires:
 - i. A commercial operating permit is obtained and all tenant operator permit fees are paid
 - ii. Proof of the proper and current FAA licenses and certificates
 - iii. Proof of adequate liability and property damage insurance to protect the operation and the County from legal liabilities.

Section 13: Parachute Operations

No parachute operations are permitted at the Warrenton-Fauquier Airport without prior approval from Airport Management. All operations will be in compliance with the Warrenton-Fauquier Airport Rules and Regulations for Parachute Operations.

Section 14: Requirements for Sub-Lessor Permitted to Conduct Aeronautical Activities

Each FBO or SASO proposing to sub-contract an aeronautical activity as a sublessor at the Airport will first need to secure the approval of the County and shall meet the following requirements to the satisfaction of the County:

- a. The sub-lessor should have previously conducted a similar aeronautical activity in an acceptable manner.
- b. The sub-lessor must have the financial capacity to support the activity.

- c. The sub-lessor must reasonably meet applicable requirements of the FAA, VDOA, or other authority governing the proposed activity.
- d. The sub-lessor must furnish suitable insurance acceptable to the County, including liability insurance and bonding to protect and to hold the County, its officials, employees, agents and representatives, harmless from any liability arising out of the proposed activity.
- e. No interest in the activity shall be transferred to another party without the expressed written consent of the County.
- f. The County will have final approval with regard to any new activity to be conducted in or on the Airport property.

Section 15: Flying Clubs

In an effort to promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation performance and techniques, the category of Flying Clubs is added to these regulations and standards.

All flying clubs desiring to base the aircraft and operate on the Airport must comply with the applicable provisions of these regulations and standards. However, they shall be exempt from the regular fixed base operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. The club shall be a non-profit entity (corporation, association, or partnership) organized for the expressed purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club (or owned ratably by all its members). The property rights of the aircraft shall be equal and no part of the net earning of the club will inure to the benefit of any member in any manner. The club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, insurance, and replacement, upgrading or expansion of its aircraft fleet.
- b. The club shall not conduct charter, air taxi, or rental operations. The club shall not conduct aircraft flight instruction except for regular members and only members of the flying club may operate the aircraft. Maintenance shall be subject to the provisions these regulations and standards.
- c. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment.
- d. The flying club, with its initial application, shall furnish the County a copy of its charter and by-laws, articles of association, partnership agreement or other documentation support its existence; a roster or list of members, including names of officers and directors, evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Unit 8 Public Liability including aviation related activities \$500,000 per occurrence related to bodily injury or property damage, with hold harmless clauses in favor of the County, its officers, agents, representative and employees (ten {10} day prior notice of cancellation shall be filed with the County); number and type of aircraft; evidence that ownership is vested in the club; and operating rules of the club. Evidence of insurance will be submitted to the County on an annual basis, during the renewal month of the policy. The books and other records shall be available for review at any reasonable time by the County.

- e. A flying club shall comply with all Federal, State, and County laws, ordinances, regulations and these regulations and standards.
- f. If a flying club violates any of the foregoing, or permits one or more members to do so, and the violation is not corrected with a reasonable time, as determined by the County, the club will be required to terminate all operations at the Airport and vacate the Airport.

Section 16: Personal Aircraft Sales

Nothing contained herein shall prohibit any person from selling such person's own aircraft.

Section 17: Waiver of Chapter IV Provisions

The County may, at its discretion, waive all or any portion of Chapter IV of these regulations and standards for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, or performing air search and rescue operations, fire prevention, fire-fighting or law enforcement operations but only to the extent permitted by the rules of FAA and the laws of the Commonwealth of Virginia and Fauquier County.

Section 18: Effect on Existing Leases

All lessees of land under written lease agreement at the Airport with County at the time these regulations and standards become effective, shall be required to comply with these minimum standards.

Section 19: Pioneers

When an applicant wishes to qualify as a SASO in order to provide services not already provided at the Airport, the foregoing minimum standards may be modified subject to written approval of the County for a limited period of time (not to exceed two {2} years). It is the expressed purpose of this provision to encourage the expansion of services at the Airport where they do not exist and only to the extent and for the period of time necessary to create an inducement to the establishment of such services.

CHAPTER III

PENALTIES

In addition to any penalties otherwise provided by the County Ordinance or Law, FARs, Code of Virginia, and all other Rules and Regulations of the FAA, any person violating these regulations and standards may be promptly removed, either temporarily or permanently from the Airport by the County. A notice of the violation will be provided and the party provided thirty (30) days notice to correct the violation. The County may hear appeals submitted in writing by any person or persons so removed, or ejected within ten (10) days of such removal.

CHAPTER IV

GOVERNMENT AGREEMENTS

Section 1: War or National Emergency

During time of war or national emergency, the County shall have the right to lease the Airport, or landing area, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease as they are inconsistent with the said operators agreement, lease or authority.

Section 2: Leases Subordinate to Government Leases

Any licenses, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the County and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

Section 3: Disadvantaged Business Enterprise

It is the policy of the FAA, and enforced by Fauquier County, to utilize Disadvantaged Business Enterprises (DBE) in all aspects of contracting at the Airport. This commitment can be demonstrated by the efforts taken in the development of the DBE Plan and in correspondence within this organization stating such position. The plan will be made available upon request.

CHAPTER V

AIRPORT MASTER PLAN

Section 1: FBO or SASO Approval Not Required

The County may, without the knowledge, consent or approval of any FBO or SASO or other person licensed to do business or use part of the Airport, make changes in the Master Plan of the Airport, and in the County's planning and policies in connection with the development of the Airport and these regulations and standards. However, it is the County's intent to inform FBO or SASO's and other businesses of any such changes, which are significant.

CHAPTER VI

RESERVATION OF RIGHTS TO INDIVIDUAL USERS

Section 1: Explanation of Rights and Duties Imposed

Notwithstanding anything to the contrary contained herein the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport facilities including, but not limited to, individual pilots, aircraft owners, tie-down and T-hangar renters.

- a. Each individual user as defined herein shall meet and maintain all requirements, regulations and standards for licensing, maintenance and repair of aircraft established by FARs, Safety Bulletins, Advisory Circular, Virginia Aviation Law, and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.
- b. It shall be the duty of each individual user of the Airport to fully inform themselves of and to keep current on, all Federal, State and County regulations and standards to completely and promptly comply therewith.
- c. Nothing contained herein shall restrict or limit the right of individual users to conduct maintenance and repairs on their own aircraft, which are allowed by the FAA or these regulations and standards. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with the Federal, State, and County regulations, circulars, airworthiness and requirements and such maintenance and repairs shall be conducted within the area of designed by the Airport Manager or T-hangars leased by individual users of the Airport or by authorized repair facility. Engine cleaning using flammable liquids shall be done in the designated open-air maintenance area.
- d. All individual users shall comply with these regulations and standards and will not allow any maintenance or repair activities or any part thereof to be conducted in said operations areas and will comply with all safety and fire regulations in effect at the time.

CHAPTER VII

RESERVATION OR RIGHTS OF AIRPORT OWNER

Section 1: Explanation of Rights Reserved

The County of Fauquier, Virginia, owner and operator of the Warrenton-Fauquier Airport, reserves all rights and powers to adhere to all Federal and State laws, and all contracts it has entered into including, but not limited to, all Federal and State Grant Agreements with the FAA and VDA for funding of improvements to the Airport. The County also reserves the right to make changes and modifications to these regulations and standards at any time.

CHAPTER VIII

GENERAL COMMERCIAL INSURANCE REQUIREMENTS

Prior to the time the Contractor is entitled to commence any part of the project, work or services under this Contract, the Contractor shall procure, pay for and maintain at its sole expense, at least the minimum insurance coverages and limits as provided for in this Article. Said insurance shall be evidenced by delivery to the County (i) certificates of insurance, executed by a financially stable insurance carrier acceptable to the County and licensed by or permitted to write insurance by the Virginia Bureau of Insurance, listing coverages and limits, expiration dates and terms of policies and all endorsements where or not required by the County, and listing all carriers issuing or reinsuring said policies; and (ii) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. It is expressly understood that the insurance coverage provided by the Contractor is for the Leased Premises and that the County will maintain insurance coverage for the Common Areas and the remaining public use portions of the Airport.

Throughout the term of a Contract, Contractor shall meet or exceed the following insurance requirements:

1. **General Liability** Coverage shall be written on an occurrence basis. The limits of the liability for Sections A and B below shall not be less than one million dollars (\$1,000,000) combined single limit each occurrence and one million dollars (\$1,000,000) annual aggregate. The General Liability policy shall include:
 - a. Comprehensive general liability including contractual, independent contractor, incidental medical malpractice for bodily injury, property damage, advertising injury, personal injury and fire legal liability of not less than one hundred thousand dollars (\$100,000) per occurrence; and
 - b. Completed operations and products liability coverage for all products sold including fuel, aircraft, aircraft parts, aircraft maintenance and repair and non-aviation products sold; and
 - c. A premises medical payment coverage with limits not less than five thousand dollars (\$5,000); and
 - d. Hangar keepers liability on maintenance hangar of not less than two hundred and fifty thousand dollars (\$250,000) for one aircraft and one million dollars (\$1,000,000) per occurrence or disaster. The limits of this coverage shall be increased should the value of a single aircraft or all aircraft exceed the above amounts. In no case shall the amount of insurance be less than the actual values of the aircraft in the care or custody of the Contractor.
2. **Workers' Compensation** maintained to current statutory limits as required by law.
3. **Employers Liability** insurance of not less than one hundred thousand dollars (\$100,000) bodily injury by accident, one hundred thousand dollars (\$100,000) bodily injury by disease, each employee and five hundred thousand (\$500,000) per occurrence. Coverage shall be on an "occurrence" basis, but combined single limit of not less than one million dollars (\$1,000,000) for each occurrence will be acceptable unless otherwise stated.

4. **Comprehensive Automobile Liability** covering all vehicles used under this contract for owned, hired, and non-owned coverage with minimum limits of one million dollars (\$1,000,000) each for bodily injury including death, per occurrence, and property damage of not less than five hundred thousand (\$500,000) per occurrence. Coverage shall be on an “occurrence” basis, but combined single limit of not less than one million dollars (\$1,000,000) for each occurrence will be acceptable unless otherwise stated.
5. **Uninsured and Under Insured Motorist** coverage to the same limits as Comprehensive Automobile Liability insurance.
6. **Mobile Equipment Floater** insurance coverage on an “all risks” basis covering all Contractor owned or leased computer and communications equipment under the care of custody of the Contractor. The electrical surge exclusions are to be removed.
7. **Property Insurance** coverage on an “all risks” basis covering all County owned contents in the care or custody of the provider.
8. **Aircraft Liability** coverage for rental of aircraft and instruction of students with limits of not less than one million dollars (\$1,000,000) per occurrence.
9. **Refueling Liability.**
10. **Employee Dishonesty** coverage in the amount of twenty-five thousand dollars (\$25,000) against theft or conversion of goods, money and securities.
11. **Renters Insurance.**

Each insurance policy shall include the following conditions by endorsement to the policy:

- a. Each policy shall require, sixty days (60) prior to its expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be sent by the insurer to the County at its address of record. The Contractor shall also notify the County in a like manner within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage received by the Contractor from its insurer. Nothing contained herein shall absolve the Contractor of this requirement to provide notice.
- b. Companies issuing the insurance shall have no claims against the County for payment of premiums or assessments or deductibles which are the sole responsibilities and risk of the Contractor.
- c. For the purposes of 11.b. above, the term “County” shall include Fauquier County, the Board of Supervisors, Constitutional Officers, employees, agents and representatives of Fauquier County.
- d. Fauquier County will be named as additional insured and shall appear as owners of the Airport and equipment on the following policies: (i) comprehensive general liability Airport policy; (ii) comprehensive automobile liability, (iii) aircraft liability policy, (iv) pollution liability insurance, and (v) employee dishonesty coverage. Fauquier County will be named as loss payees on the following policies: (i) mobile

equipment floater, and (ii) property insurance. All tenants and subcontractors shall be required by the Contractor to comply with the requirements of this Article. All requirements of this Article shall be included in any subcontract agreements.

APPENDIX A

RATES, FEES AND CHARGES SCHEDULE

Commercial Operating Permit Tenant Operator	\$200/year + \$100/SE AC (single engine) + \$200/ME AC (multi engine)
Non-Tenant Operator	\$475/year + \$100/SE AC + \$200/ME AC
Tie-Down Fee (monthly)	\$ 68.00
County-owned T-Hangars (monthly)	\$239.00 Middle Unit \$281.00 End Unit



Warrenton-Fauquier Airport

Airport Aviation Services Application

Return this completed application to:

Airport Manager, Warrenton-Fauquier Airport, P. O. Box 198, Midland, Virginia 22728

Use this application form to request a Land Lease at the Warrenton-Fauquier Airport. Complete all blocks with the appropriate information; make blocks "N/A" when they do not apply to your request. Continue on separate sheets if additional room is required.

Type or Print Application Clearly.

Date: _____

1. APPLICANT INFORMATION

Name: _____
Name of individual completing this application

Address: _____
Street address or P. O. Box, City, State, Zip Code

Phone Number: _____
Work Home

Facsimile: _____ E-Mail: _____

Social Security No: _____ Citizenship: _____

If applying as a business or other legal entity, complete the following:

Name of Company/Business: _____

President/Partner(s): _____
Name(s)

Federal Tax I.D. Number: _____

Business Address: _____
Street address or P.O. Box, City, State, Zip Code

Describe Present Business:

Have you or any interested parties in this application ever filed bankruptcy?

_____ Yes _____ No

Have you or any interested parties in this application ever been convicted of a felony?

_____ **Yes** _____ **No**

2. PURPOSE OF APPLICATION (check one):

- ☐ **COMMERCIAL OPERATING PERMIT:** All persons wishing to conduct business on the Airport Property must hold a commercial operating permit.
- ☐ **LAND LEASE:** All persons wishing to construct improvements at the Airport must first enter into a land lease for a suitable parcel. Return this form to the Airport Manager, who will initiate the Lease approval process, which will include approval or disapproval by the Airport Committee.
- ☐ **FACILITY LEASE:** All persons wishing to occupy County-owned improvements at the Airport must first enter into a Facility Lease for the desired facility. Return this form to Airport Manager, who will initiate the lease approval process, which will include approval or disapproval by the Airport Committee.

3. NATURE OF PROPOSED BUSINESS: Check all activities proposed to be conducted the first day of operations.

A. Aircraft Support Services

- _____ Aircraft Storage
_____ Aircraft painting
_____ Aircraft Maintenance (major and/or minor repair)
_____ Repair or reconditioning of used aircraft
_____ Aircraft parts sales
_____ Avionics repair, installation and/or sales
_____ Aircraft sales, leasing, and/or brokerage
_____ Sale of aeronautical items/supplies (charts, books, etc..)
_____ Aircraft Management

B. Airline Operations:

- _____ Air Carrier or Air Taxi Operations
_____ Transportation of cargo and/or mail

C. On-Demand Flying Services:

- _____ Aerial photography or survey
_____ Agricultural operations (crop-dusting)
_____ Aircraft Charter or any purpose
_____ Aircraft Rental to the public
_____ Corporate Flight Department
_____ Flight School
_____ Sightseeing flights
_____ Aerial advertising
_____ Ground school or Flight examiner
_____ Other (list) _____
_____ Other (list) _____

4. BUSINESS REQUIREMENTS:

- A. Building/Facility Requirements: State the type and size of building/facilities/office needed to conduct the business. Indicate any special consideration for equipment, drainage, lighting, etc.

If applicable, attach a site plan and/or drawings.

- B. Will any part of the operations of this business require the storage, use of or transport of volatile, hazardous or toxic chemicals or waste on Airport Property? _____ Yes _____ No

- C. Ownership: List all persons or companies that will own an interest in the proposed business.

Name: _____ Phone Number: _____

Address: _____

Name: _____ Phone Number: _____

Address: _____

Name: _____ Phone Number: _____

Address: _____

- D. Management: List the person who will be managing the operations at the Warrenton-Fauquier Airport.

Name: _____ Phone Number: _____

Address: _____

- E. Requirement for Expenditure: Will your business require the Warrenton-Fauquier Airport to spend funds or supply labor or materials? _____ Yes _____ No (if yes, explain in detail)

Please sign and date the attached Certification.
CERTIFICATION:

I certify that I am authorized to sign this application on behalf of the individuals or the Company represented on this application. I certify that to the best of my knowledge the information provided on this application is true and factual.

_____	_____	_____
Signature	Title	Date

Printed or Typed Name		

COMMONWEALTH OF VIRGINIA
COUNTY OF FAUQUIER, to-wit:

This foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____.

Notary Public

My commission expires:

Please provide all information requested on the Supporting Document form.

SUPPORTING DOCUMENTS

Please provide a copy of all additional information that is checked below. All information that is required should be typed or printed legibly.

- ☐ All information or documents below.
- ☐ Brief description of previous experience you have in the proposed business.
- ☐ Three (3) business references.
- ☐ Three (3) credit references.
- ☐ Licenses or permits required to conduct this business (i.e.: FAA Part 135 Certificate or Air Agency Certificate).
- ☐ Site Plans or Drawings (if applicable).
- ☐ Business Plan or Pro Forma.
- ☐ Certificate of Insurance.
- ☐ Virginia Aircraft License (if applicable).
- ☐ Last year's financial statements to include balance sheet, income statement or individual tax returns.
- ☐ Other: _____

Please mail or deliver this application to:
Airport Manager
Warrenton-Fauquier Airport
P. O. Box 198
Midland, Virginia 22728



Warrenton-Fauquier Airport

COMMERCIAL OPERATING PERMIT

By this Permit, between the County of Fauquier, Warrenton, Virginia, hereinafter referred to as the “County”, and _____ a corporation, having offices at: _____

_____, hereinafter referred to as “Permittee”, Permittee is authorized to perform the services set forth in Article 1 below at the Warrenton-Fauquier Airport (“Airport”) in consideration of the payment of fees set forth in Article 3 below and in compliance with the Airport Rules and Regulations, Minimum Standards and the terms and conditions of this Permit. Permittee’s Federal Employer Identification Number is _____.

Phone Number: () _____ (home) () _____ (work)

Name of Principal: _____

Name of Local Manager: _____

Check one:

☐

Tenant (business located on the Airport)

☐

Non-Tenant (business located off Airport property)

1. Services Authorized to be Performed:

Permittee is authorized to provide at the Airport the following services, hereinafter referred to as “Services”: _____

Aircraft to be used by the Permittee for the conduct of its services are: _____

In consideration of granting this Permit by the County, the Permittee agrees that it shall conduct its business and render its Services in a professional manner consistent with the Airport’s Minimum Standards, industry standards and sound business practices.

2. Location for the Performance of Services

The County for reason of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport shall, in its sole discretion designate and/or approve the location on the Airport from which Permittee will provide its Services.

The location designated and approved for the provision of Services under this Permit is: _____

3. Fees

Permittee agrees, in consideration of the rights and privileges granted to it herein to pay to the County the applicable Permit fee as set forth below.

- a. The fixed fees payable pursuant to this Permit are those set forth in the Fee Schedule attached hereto.
- b. Payment of fees shall be by check or money order payable to the County of Fauquier at the Office of the County Administrator.
- c. Permittee may pay Permit fees in advance.

4. Term

The term of this Permit shall be for a period of one (1) year commencing on _____ and terminating on _____. The County may terminate this Permit on 24 hours notice if the Permittee fails to pay amounts required to be paid by this Permit. If the Permittee breaches any other provision of this Permit or violates the Airport Minimum Standards and/or the Airport Rules and Regulations, the Airport will give the Permittee notice of such default. If within five (5) days after the Airport gives such notice, Permittee has not cured said default, this Permit and all rights and privileges granted herein will be terminated by the Airport with no further notice.

5. Assignment and Sale

Permittee agrees that it will not sell, convey, transfer, or assign this Permit. Any attempt to sell, transfer or assign this Permit will result in cancellation of this Permit.

6. Valid Sublease

As a condition to Permittee providing the Services authorized herein, Permittee shall:

- a. if occupying space rented directly from the County, possess a current and valid agreement for the usage of the space, or
- b. if occupying space, rented directly from a Lessee of the County, obtain from said lessee a current and valid sublease and submit to the Airport, for its approval.

This section does not apply to non-tenant businesses.

7. Liabilities

The County shall not in any way be liable for any cost, liability, damage or injury including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, occurring on the Airport, or as a result of any operations, works, acts, or omissions performed on the Airport, by the Permittee, its agents, employees, contractors, guest or invitees.

8. Rules and Regulations and Compliance

- a. The Permittee agrees to observe and obey any and all such Airport Rules and Regulations. The County reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such Airport Rules and Regulations.
- b. Permittee shall obtain all licenses, certificates, Permits or other authorization from all governmental authorities having jurisdiction over the Permittee's operations at the Airport.

9. Cessation of Operations by Permittee

Upon the expiration or termination of this Permit, Permittee shall immediately cease all its operations at the Airport.

10. Rights Non-exclusive

Permittee hereby acknowledges that all operating rights and privileges granted hereunder are non-exclusive and the County reserves the right to authorize others to perform the same or similar services at its sole discretion.

11. Notice

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is personally delivered or deposited in the U.S. Mail, registered or certified mail, return receipt requested, addressed to the recipient, at the address set forth below:

To Airport: Warrenton-Fauquier Airport
 Attn: Airport Manager
 Post Office Box 198
 Midland, Virginia 22728

To Permittee: _____

12. Insurance

Permittee shall, at its own cost and expense and if required, take out and maintain such insurance for the term of this Permit as the Permittee is required under the Warrenton-Fauquier Airport's Minimum Standards. The Permittee shall provide to the Airport Manager with a copy of its Certificate of Insurance at the time this Permit is signed and delivered to the Airport Manager's office.

13. Certification

By signing this Permit, I am certifying that I have read and understand the Airport Rules and Regulations and the Airport Minimum Standards, and that all information provided on this application is true and correct to the best of my knowledge.

PERMITTEE

By: _____ Date: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF FAUQUIER, to-wit:

This foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____.

Notary Public

My commission expires:

AIRPORT ADMINISTRATION USE ONLY

Insurance Certificate Received ☐ *Yes* ☐ *No* ☐ *N/A*

Payment Received ☐ *Yes* ☐ *No* ☐ *N/A*

Permit approved:

By: _____ Date: _____

Michael P. Anderson, Airport Manager